

**WHEN RECORDED RETURN TO:**

Amy S. Beattie  
6701 Westown Parkway, Suite 100  
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450  
SPACE ABOVE THIS LINE FOR RECORDER

**Agreement Between  
City of Ankeny, Iowa  
and  
Des Moines Area Community College**

This Agreement is made and entered into the 3rd day of May, 2010, by and between the City of Ankeny, Iowa ("City") and Des Moines Area Community College ("DMACC").

WHEREAS, the main campus of DMACC is located in the city limits of the City to the Northwest of the intersection of US Highway 69 and Oralabor Road, specifically adjacent to the area now known as Prairie Trail; and

WHEREAS, to lessen the carbon footprint of the Ankeny community, the City would like to encourage DMACC to improve the energy efficiency of their main campus buildings and facilities located within the City; and

WHEREAS, DMACC has been working with the local electric utility provider, Mid-American Energy, on an energy audit of their main campus facilities; and

WHEREAS, the City and DMACC found an opportunity to work together to secure federal aid to assist in the energy efficiency retrofits identified in the energy audit; and

WHEREAS, the City has received a \$186,844 grant from the Iowa Office of Energy Independence to provide funding for energy efficiency building retrofits at DMACC; and

WHEREAS, the City as grant sub-recipient wishes to engage DMACC as a sub-contractor to undertake the energy efficiency retrofits to DMACC's buildings; and

WHEREAS, DMACC has the capability to provide the services requested by the City, on the terms and conditions set forth herein, and finds it would be in the public interest to do so.

NOW, THEREFORE, the parties agree as follows:

1. This Agreement consists of 11 pages, including Exhibit "A".
2. This Agreement shall become effective upon acceptance by both parties and filing with the Iowa Secretary of State in accordance with 28E.8 of the Iowa code and shall remain in effect until terminated by one or both parties.
3. The persons named in this paragraph are authorized to act as their respective party's designated administrator of this Agreement. Either party may terminate this Agreement by providing written notice of termination on thirty (30) days notice to the other party; provided that this Agreement may not be terminated by the City as long as it owes amounts to DMACC for work previously performed. Notice of termination shall be sent by ordinary mail which shall be deemed received two business days after deposit in the U.S. mail, or shall be hand delivered, to the following:

City Manager  
City of Ankeny  
410 West First Street  
Ankeny, Iowa 50023

President  
Des Moines Area Community College  
2006 South Ankeny Boulevard  
Ankeny, Iowa 50023

4. DMACC will perform those functions assigned to it by the City or its designee in accordance with this Agreement as more specifically set out in Section 4b of Exhibit "A" and DMACC agrees to perform its duties with reasonable care and good faith.
5. DMACC will be responsible for all performance reporting requirements as outlined in Section 5 of Exhibit "A".
6. DMACC shall bill the City monthly on a reimbursement basis for services provided for in Exhibit "A", up to a maximum amount of \$186,844.
7. The City will deposit the quarterly and final grant payments received from the Office of Energy Independence into a special capital account and reimburse DMACC with available funds as work is performed. If the City does not provide payment in full to DMACC within thirty days of receipt of funds, DMACC may notify the City of its intent to reduce or terminate services; provided that such notice shall not reduce the City's liability for payment for work previously performed.
8. The provisions of this Agreement are severable. If any provision is held to be illegal or unenforceable, the remaining portions of the Agreement remain in effect.
9. Performance of any services from DMACC beyond those set forth in this Agreement must be agreed to in writing.

**City of Ankeny, Iowa**

By: \_\_\_\_\_  
Steven D. Van Oort, Mayor

Attest:

By: \_\_\_\_\_  
Pam DeMouth, City Clerk

**STATE OF IOWA, COUNTY OF POLK, ss:**

On the \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared STEVEN D. VAN OORT and PAMELA DeMOUTH, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the \_\_\_\_ day of \_\_\_\_\_, 2010, and the said STEVEN D. VAN OORT and PAMELA DeMOUTH acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**Des Moines Area Community College**

By: \_\_\_\_\_  
Robert J. Denson, President

**STATE OF IOWA, COUNTY OF POLK, ss:**

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the said State, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the President of the community college executing the within and foregoing instrument to which this is attached; that no seal has been procured by the community college; that the instrument was signed on behalf of the community college by authority of its Board of Directors; and that \_\_\_\_\_, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the community college, by it and by him/her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa